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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SHONETTA CRAIN AND KIRA SERNA,  
individually and on behalf of all other  
similar situated individuals,

Plaintiffs,

v.

ACCREDITED SURETY AND  
CASUALTY COMPANY, *et al.*,

Defendants.

Case No. 3:19-CV-01265-JST

**JOINT CASE MANAGEMENT  
STATEMENT**

Date: April 24, 2019

Time: 2:00p.m.

Location: Courtroom 9

Judge: The Honorable Jon S. Tigar

STEVEN BREAUX, individually and on  
behalf of all other similar situated  
individuals,

Plaintiff,

v.

ACCREDITED SURETY AND  
CASUALTY COMPANY, *et al.*,

Defendants.

Case No. 3:19-CV-00717-JST

1 Pursuant to the Court's April 9, 2019 Order, Civil Local Rule 16-9, and the Standing  
2 Order for all Judges of the Northern District of California, the parties in the above-captioned  
3 related cases submit this Joint Case Management Statement in advance of the April 24, 2019  
4 Initial Case Management Conference.

5 **I. JURISDICTION AND SERVICE**

6 Plaintiffs Shonetta Crain and Kira Serna filed their complaint in Alameda County  
7 Superior Court on January 29, 2019, and mailed the complaint and summons to Defendants'  
8 agents for service of process that day. Defendants removed the *Crain* action on March 8, 2019,  
9 asserting removal jurisdiction under the Class Action Fairness Act (CAFA), 28 U.S.C. §  
10 1332(d)(2). *See Crain* Dkt. 1, ¶¶ 4-7. Plaintiffs do not dispute that the threshold requirements  
11 under CAFA are met and Plaintiffs do not intend to move to remand on the basis of any CAFA  
12 exception.

13 Venue is proper in this District with respect to the *Crain* action because it was originally  
14 filed in Alameda County Superior Court, and removal is proper "to the district court of the United  
15 States for the district and division embracing the place where such [state] action [was] pending."  
16 28 U.S.C. § 1441(a); *Polizzi v. Cowles Magazines, Inc.*, 345 U.S. 663, 665 (1953) ("The venue of  
17 removed actions is governed by 28 U.S.C. § 1441(a)."). Venue is also proper with respect to both  
18 the *Crain* and *Breaux* actions because a substantial part of the events or omissions giving rise to  
19 the claim occurred here. 28 U.S.C. § 1391(b)(2).

20 All Defendants in the *Crain* action have been served. Summons in the *Breaux* action have  
21 been served on 11 Defendants. Plaintiff Breaux does not intend to serve the remaining  
22 Defendants in light of an expected consolidated amended complaint.

23 **II. FACTS**

24 **A. Plaintiffs' Statement**

25 Plaintiffs allege a conspiracy among Defendants to inflate the prices of bail bonds in  
26 California.

27 Plaintiffs purchased bail bonds to release themselves or friends or family members from  
28 pre-trial detention in California criminal court. *Crain* Compl. ¶¶ 9-10; *Breaux* Compl. ¶ 10.

1 Defendants are bail sureties, bail agents, bail agent associations, and two bail executives. *Crain*  
2 Compl. ¶¶ 11-47; *Breaux* Compl. ¶¶ 11-46. Generally, a person charged with a crime in  
3 California state court may be released pretrial if he or she posts a bail bond. *Crain* Compl. ¶ 58;  
4 *Breaux* Compl. ¶ 48. Because bond amounts are usually unaffordable, Plaintiffs, like other  
5 proposed class members, instead paid a non-refundable “premium” (a percentage of the total bail  
6 amount) to a surety company through a bail agent, who then posted the full bond amount with the  
7 state court. *Id.* The maximum premium rates that sureties and bail agents may charge are  
8 reviewed and approved by the California Department of Insurance. *Crain* Compl. ¶ 61; *Breaux*  
9 Compl. ¶ 53. But these approved premium rates are ceilings, not floors. *Crain* Compl. ¶ 62;  
10 *Breaux* Compl. ¶ 53. Defendants had the ability to discount bail bond premiums, which would  
11 have introduced competition and lowered the prices of bail bonds for members of the proposed  
12 class. *Crain* Compl. ¶¶ 69-70; *Breaux* Compl. ¶¶ 59-60.

13 Defendants understood that competition would lower their profits, so they conspired to  
14 prevent premium discounts. As explained by Defendant William B. Carmichael, President and  
15 CEO of Defendant American Surety Company: “I can safely predict that if left unchecked,  
16 rampant premium discounting will result in the end of the bail bond business as we know it, to be  
17 replaced by a new model that properly reflects the proper balance of risk and reward. Simple  
18 economics dictates it. . . . I urge all of us to recognize the serious nature of the threats to our  
19 industry and work collectively to repel them. Leaving profits on the table, in the form of  
20 discounts or uncollected accounts receivable, is a fool’s game.” *Crain* Compl. ¶ 81; *Breaux*  
21 Compl. ¶ 70.

22 Defendants did exactly what Carmichael urged: they “work[ed] collectively” to ensure  
23 that bail bond premiums were higher than they would be in a competitive market. Defendants  
24 reinforced this scheme by misrepresenting to the proposed class that bail bonds agents are not  
25 permitted to offer rebates, *Crain* Compl. ¶¶ 72, 75-83, 95-104; *Breaux* Compl. ¶¶ 79, 93-105,  
26 instructing bail bond agents that discounting is unlawful, *Crain* Compl. ¶ 94; *Breaux* Compl. ¶ 85,  
27 punishing mavericks who broke the cartel’s rules, *Crain* Compl. ¶¶ 105-107, *Breaux* Compl. ¶¶  
28 106-108, and publicly discouraging bail bond agents from offering rebates, *Crain* Compl. ¶¶ 78,

1 81; *Breaux* Compl. ¶ 70.

2 Plaintiffs bring two claims for relief in their individual and representative capacity: an  
3 antitrust claim under California’s Cartwright Act, Cal. Bus. & Prof. Code § 16720, *see Crain*  
4 Compl. ¶¶ 124-134; *Breaux* Compl. ¶¶ 134-42, and a claim under California’s Unfair  
5 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, *see Crain* Compl. ¶¶ 135-143; *Breaux*  
6 Compl. ¶¶ 143-49. As explained in more detail below, Plaintiffs seek to represent a class of all  
7 persons who purchased bail bonds in connection with state criminal court proceedings in  
8 California since February 24, 2004.

9 The legal arguments set forth in Defendants’ statement below are improper in a case  
10 management conference statement. Further, Defendants’ argument that Insurance Code section  
11 1860.1 precludes this Court’s jurisdiction is meritless because Plaintiffs do not challenge the rates  
12 approved by the California Department of Insurance, but rather Defendants’ conspiracy not to  
13 offer discounts below the approved rate, which Defendants were free to do. *See King v. Nat’l*  
14 *Gen. Ins. Co.*, 129 F.Supp.3d 925, 935 (N.D. Cal. 2015); *MacKay v. Sup. Ct.*, 188 Cal.App.4th  
15 1427, 1449 (2008). Plaintiffs do not challenge any decision by the California Department of  
16 Insurance, which by statute cannot consider “the degree of competition” in its review of the  
17 submitted rate. Cal. Ins. Code Section 1861.05(a). Thus the California Department of Insurance  
18 cannot be a proper, much less exclusive, venue for this case. The correct venue for adjudicating  
19 Plaintiffs’ claims is this Court. *See* Cal. Ins. Code Section 1861.03(a) (“The business of  
20 insurance shall be subject to the laws of California applicable to any other business, including, but  
21 not limited to . . . the antitrust and unfair business practice laws[.]”); *Perez v. State Farm. Auto*  
22 *Ins. Co.*, 391 Fed. Appx. 653 (9th Cir. 2010) (confirming that insurance business is subject to the  
23 Cartwright Act and that Section 1860.1 “does not prevent antitrust claims alleging that the prices  
24 were in fact artificially maintained at a uniform level”).

25 **B. Defendants’ Statement**

26 Among the thirty-four individual Defendants in this matter, there are at least four types.  
27 First, there are twenty-seven surety companies that allegedly underwrite bail bonds in California,  
28 though not necessarily during the alleged class period. Second, there are two bail agencies that

1 negotiate with customers and post bail bonds in California. Third, there are three bail agent  
2 associations that petition the government and engage in the dissemination of information to bail  
3 agents and the public about the California bail industry. Fourth, there are two individuals who  
4 work in the bail industry.

5 Defendants dispute that Plaintiffs' Statement accurately reflects the allegations in the  
6 Complaints, and Defendants deny the existence of any agreement or conspiracy not to "discount  
7 bail bond premiums" as Plaintiffs allege, or any other unlawful conduct alleged in the Complaints.

8 Moreover, Plaintiffs' putative class action will not survive motions to dismiss. For  
9 decades, defendants have operated in the California bail bond market in compliance with the rules  
10 and regulations of the California Department of Insurance ("CDOI") and, specifically, the  
11 requirements of Proposition 103. The CDOI has exclusive jurisdiction to regulate bail bond  
12 premiums, and it does so "to protect consumers from arbitrary insurance rates and practices, to  
13 encourage a competitive insurance marketplace, to provide for an accountable Insurance  
14 Commissioner, and to ensure that insurance is fair, available, and affordable for all Californians."  
15 See Insurance Commissioner Opinion re Confidentiality of Underwriting Rules, Cal. Dept. Ins.  
16 (Aug. 10, 2018) (citing Proposition 103 and Historical and Statutory Notes, 42A West's Ann. Ins.  
17 Code (1993 ed.) foll. § 1861.01, p. 649). Plaintiffs do not allege any impropriety in defendants'  
18 bail bond premium rate applications filed with CDOI, nor point to any past efforts to challenge  
19 rates before the CDOI – the proper forum for raising the kind of claims plaintiffs raise in their  
20 purported class actions.

21 Bail bond premiums of sureties are set by and may not deviate from rates filed with and  
22 approved by the CDOI. This case should not proceed past Rule 12(b) motions. Regardless, there  
23 was no conspiracy to inflate bail bond prices. There was no agreement between or among any of  
24 the defendants to prevent competition in the California bail bond market.

25 Plaintiffs' non-specific, sweeping generalized allegations against groups of defendants fall  
26 far short of the required pleading standard, and will not survive a motion to dismiss. See *Bell Atl.*  
27 *Corp. v. Twombly*, 550 U.S. 544, 554, 557 (2007). In addition, much of the alleged conduct on  
28 which Plaintiffs' claims are based occurred long before the statute of limitations and, thus, any

claims that may survive motions to dismiss will be necessarily limited to the four-year time period preceding Plaintiffs' filing of their complaints.

### **III. LEGAL ISSUES**

The principal legal issues include:

1. Whether the Complaints state a claim upon which relief can be granted or are barred by several other defenses.
2. Whether Plaintiffs' claims can be maintained under California's anti-SLAPP law.
3. Whether Plaintiffs may certify a class under Federal Rule of Civil Procedure 23(b)(2) and (b)(3).
4. Whether Defendants conspired to restrain competition in the sale of bail bonds in California in violation of California's Cartwright Act, Cal. Bus. & Prof. Code § 16720, and the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

### **IV. MOTIONS**

No motions are pending at this time. Plaintiffs intend to file a motion for appointment of Lieff, Cabraser, Heimann & Bernstein LLP as interim lead class counsel pursuant to Federal Rule of Civil Procedure 23(g), and Public Counsel, Towards Justice, Justice Catalyst Law, the National Consumer Law Center, HammondLaw P.C., and Goldstein, Borgen, Dardarian & Ho as members of an Executive Committee. This would be a joint application by Plaintiffs' counsel in both pending actions.

All Defendants anticipate moving to dismiss the consolidated amended complaint, certain Defendants anticipate one or more motions to strike under California's anti-SLAPP law, and all Defendants anticipate filing a motion to stay discovery pending a ruling on the viability of Plaintiffs' consolidated amended complaint. The parties have met and conferred regarding a consolidated briefing schedule for these motions, but they could not reach agreement. The parties' respective positions are as follows.

#### **A. Plaintiffs' Statement**

Defendants seek authorization to permit up to 3,203 pages of briefing on their anticipated motions: up to 78 pages regarding a consolidated motion to dismiss (30 page opening brief + 30

1 page opposition brief + 15 page reply brief); up to 2,210 pages regarding “one or more” separate  
2 anti-SLAPP motions (25 x 34 x 2 pages of opening and opposition briefs + 15 x 34 pages of reply  
3 briefs); up to 850 pages regarding issues “unique” to certain Defendants (10 x 34 x 2 pages of  
4 opening and opposition briefs + 5 x 34 pages of reply briefs); and another 65 pages regarding a  
5 motion to stay discovery (50 pages of opening briefs + 15 page reply brief). This is vastly more  
6 pages than could be efficiently used to brief these issues. The only safeguard Defendants propose  
7 to prevent over three thousand pages of briefing is their assurance that they will coordinate to  
8 limit the number of pages they use. But that coordination should have already occurred in order  
9 to make a reasonable proposal.

10 Defendants have not provided any explanation to Plaintiffs regarding why they require  
11 more than 30 pages of opening briefing. Accordingly, Plaintiffs propose that Defendants be  
12 limited to 30 pages of opening briefing due within 30 days after Plaintiffs file a consolidated  
13 amended complaint; Plaintiffs be limited to 30 pages of opposition briefing due within 30 days  
14 after Defendants’ motions are filed; and Defendants be limited to 15 pages of reply briefing due  
15 21 days after Plaintiffs’ opposition briefs are filed. If Defendants require additional pages, they  
16 should explain why in a motion for leave that contains a specific page request, and they should  
17 not file additional pages until the Court grants permission.

18 **B. Defendants’ Statement**

19 Plaintiffs have sued thirty-four differently situated entities and individuals, who will  
20 inevitably have different arguments about why the forthcoming consolidated amended complaint  
21 cannot survive dismissal. Yet Plaintiffs seek to deprive each Defendant of its individual right to  
22 file a motion to dismiss and/or motion to strike, and limit all thirty-four Defendants to a single  
23 combined 30-page opening brief, in which they would have to advance all of their arguments as  
24 to (1) why the complaint should be dismissed, (2) why the complaint should be stricken under  
25 California’s anti-SLAPP law, and (3) why discovery should be stayed pending resolution of  
26 Defendants’ dispositive motions. Plaintiffs offer no justification for requiring a single brief to  
27 address three separate types of relief that would ordinarily be asserted in three separate motions,  
28 or for requiring Defendants with dispositive arguments inapplicable to the dozens of other

1 Defendants to seek leave of court before they can submit a short separate brief making those  
2 arguments.

3 In doing so, Plaintiffs also attempt to shift the burden to Defendants to justify what is  
4 already permitted by the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 12(b) (“a party  
5 may assert the following defenses by motion”). Plaintiffs essentially demand that Defendants  
6 disclose their strategy for those motions by explaining to the Court why the forthcoming motions  
7 require a certain number of pages. Even if this were proper, Defendants cannot provide the  
8 information Plaintiffs demand because Plaintiffs have not yet filed their consolidated amended  
9 complaint. Without knowing the allegations made against each Defendant, each Defendant  
10 cannot determine what arguments it will make in a motion to dismiss and/or strike.

11 Nonetheless, Defendants appreciate the need to avoid duplicative briefing and are  
12 committed to working together to limit the number of briefs and number of pages that are filed to  
13 facilitate “just, speedy, and inexpensive” motion practice, Fed. R. Civ. P. 1, while protecting each  
14 Defendant’s right to assert individual defenses and arguments. Accordingly, Defendants propose  
15 that Defendants be permitted to file the following:

16 1. A consolidated motion to dismiss addressing issues common to all Defendants, not  
17 to exceed 30 pages. Plaintiffs would file a consolidated opposition brief not exceeding 30 pages  
18 in length within 30 days after Defendants’ motion is filed. Defendants would then have 21 days  
19 to file a consolidated reply not exceeding 18 pages in length.

20 2. One or more separate motions to strike under California’s anti-SLAPP law by a  
21 subset of Defendants. The subset of Defendants will coordinate to limit the number of briefs to  
22 the extent possible. Page lengths would be determined by Local Rule, and the briefing schedule  
23 would be the same as for the consolidated motion to dismiss.

24 3. Individual or joint motions to dismiss to address issues unique to an individual  
25 Defendant or subset of Defendants, not to exceed 10 pages. Defendants will coordinate to limit  
26 the number of additional briefs that are filed. Plaintiffs would file opposition briefs to any  
27 additional motions not to exceed 10 pages. Defendants who file an individual or joint motion  
28 may file a reply brief not to exceed 5 pages. The briefing schedule would be the same as for the



1 consolidated motion to dismiss.

2 4. A motion to stay discovery pending a ruling on the viability of Plaintiffs'  
3 consolidated amended complaint, with page limits and a briefing schedule set by the Local Rules.

4 **V. AMENDMENT OF PLEADINGS**

5 Plaintiffs will file a consolidated amended complaint if the Court consolidates the pending  
6 actions. The parties have stipulated that given Plaintiffs' intent to file a consolidated amended  
7 complaint, Defendants should not answer or otherwise respond to the complaints in the *Crain* or  
8 *Breaux* actions prior to the filing of a consolidated amended complaint. *Crain* Dkt. 86.  
9 Defendants will answer the consolidated amended complaint or otherwise file a response in  
10 accordance with the proposed schedule below.

11 **VI. EVIDENCE PRESERVATION (ESI)**

12 **A. Plaintiffs' Statement**

13 Plaintiffs in the *Crain* action sent detailed preservation letters to all Defendants in the  
14 *Crain* action on January 29, 2019. The parties have reviewed the Guidelines Relating to the  
15 Discovery of Electronically Stored Information. Plaintiffs asked to meet-and-confer with  
16 Defendants regarding reasonable and proportionate steps to preserve evidence, as required by  
17 Rule 26(f) and the Standing Order for All Judges of the Northern District of California re: Joint  
18 Case Management Statements, Paragraph 6. As set forth below, Defendants refused to hold a  
19 Rule 26(f) conference with Plaintiffs.

20 **B. Defendants' Statement**

21 Defendants have taken appropriate steps to preserve relevant evidence. Defendants  
22 contend that discovery, including a Rule 26(f) conference, is premature in light of the  
23 forthcoming motion(s) to dismiss and motion to strike under California's anti-SLAPP law. *See*  
24 *Rutman Wine Co. v. E. & J. Gallo Winery*, 829 F.2d 729, 738 (9th Cir. 1987) ("The purpose of  
25 F.R.Civ.P. 12(b)(6) is to enable defendants to challenge the legal sufficiency of complaints  
26 without subjecting themselves to discovery."). As set forth in Exhibit B, Defendants are willing  
27 to meet and confer about discovery at the appropriate time, which is not before the pleadings are  
28 set and Plaintiffs forthcoming consolidated amended complaint has not been tested by and

1 survived preliminary motion practice.

2 **VII. DISCLOSURES**

3 The parties have not yet exchanged initial disclosures. Plaintiffs propose doing so 30 days  
4 after Plaintiffs file a consolidated amended complaint. Defendants propose doing so 30 days after  
5 an order on all motions to dismiss.

6 **VIII. RELATED CASES**

7 The parties are not aware of any related cases pending before another judge or court.

8 **IX. DISCOVERY**

9 **A. Plaintiffs' Statement**

10 Plaintiffs are prepared to commence discovery immediately. The *Crain* Plaintiffs filed  
11 their complaint on January 29, 2019 in Alameda County Superior Court, and served the complaint  
12 on Defendants with a detailed preservation letter that set out the topics on which discovery will be  
13 needed. The *Crain* Plaintiffs mailed requests for production to Defendants on February 20, 2019.  
14 Defendants removed the *Crain* action before their responses were due to the document requests.  
15 On April 5, 2019, the Court ordered a May 22, 2019 initial case management conference. That  
16 same day, the *Crain* Plaintiffs served Defendants with a letter requesting a Rule 26(f) conference,  
17 referencing this Court's Standing Order for All Civil Cases. *See* Exhibit A, attached hereto. On  
18 April 9, 2019, the Court advanced the case management conference to April 24, 2019. That same  
19 day, the *Crain* Plaintiffs emailed all Defendants to schedule the Rule 26(f) conference as soon as  
20 possible, and quoted this Court's standing order explaining that a failure to meet and confer  
21 regarding the required topics may result in sanctions or disciplinary action.

22 On April 12, 2019, Defendants responded that they did "not agree that the Court's order  
23 requires the parties to contemplate a Rule 26(f) conference in advance of filing the joint case  
24 management statement" on the grounds that the Court advanced the initial case management  
25 conference from May 22 to April 24. *See* Exhibit B, attached hereto. Defendants further asserted  
26 that the parties need not hold a Rule 26(f) conference until the pleadings are resolved. *Id.*

27 Plaintiffs respectfully submit that flouting this Court's Standing Order should not be  
28 tolerated. Further, a stay of discovery pending resolution of the pleadings is improper. *See, e.g.,*

1 *Singh v. Google, Inc.*, No. 16-CV-03734-BLF, 2016 WL 10807598, at \*1 (N.D. Cal. Nov. 4,  
2 2016) (denying motion to stay discovery); *Gray v. First Winthrop Corp.*, 133 F.R.D. 39, 40 (N.D.  
3 Cal. 1990 (“Had the Federal Rules contemplated that a motion to dismiss under Fed.R.Civ.Pro.  
4 12(b)(6) would stay discovery, the Rules would contain a provision to that effect. In fact, such a  
5 notion is directly at odds with the need for expeditious resolution of litigation.”). In addition,  
6 Defendants have provided no meritorious basis to dismiss this action.

7       Discovery will include the same topics identified in the requests previously propounded  
8 and set out in Exhibit A attached hereto, such as: bail bond transaction data; inter-competitor  
9 communications regarding premiums; internal competitive analyses and business plans;  
10 advertisements and other statements regarding the ability or purported inability to offer premium  
11 discounts; and contracts and communications between sureties and bail bond agents regarding  
12 premiums.

13       **B. Defendants’ Statement**

14       Defendants contend that discovery, including a Rule 26(f) conference, is premature in  
15 light of the forthcoming motion(s) to dismiss and motion(s) to strike under California’s anti-  
16 SLAPP law. *See Rutman Wine Co. v. E. & J. Gallo Winery*, 829 F.2d 729, 738 (9th Cir. 1987)  
17 (“The purpose of F.R.Civ.P. 12(b)(6) is to enable defendants to challenge the legal sufficiency of  
18 complaints without subjecting themselves to discovery.”). Further, the Supreme Court has  
19 recognized that staying discovery may be particularly appropriate in antitrust cases, where  
20 discovery tends to be broad, time-consuming, and expensive. *Twombly*, 550 U.S. at 560 n.6  
21 (“determining whether some illegal agreement may have taken place between unspecified persons  
22 at different [companies] . . . at some point over seven years is a sprawling, costly, and hugely time  
23 consuming undertaking”).

24       The scope of discovery will be governed by a complaint that has been tested by and  
25 survived preliminary motion practice. Defendants believe all of plaintiffs’ claims will be  
26 dismissed, requiring no discovery whatsoever. Even if not all claims are dismissed, they will be  
27 significantly narrowed, thus narrowing the scope of any potential discovery in this action.  
28 Accordingly, it is premature for the parties to attempt to chart a course for discovery before the

1 filing of a consolidated amended complaint, before motions to dismiss, and before the pleadings  
2 are set, so that the parties will know what information will be at issue in this action and therefore  
3 subject to discovery. As set forth in Exhibit B, Defendants are willing to meet and confer about  
4 discovery at the appropriate time, which is not before the pleadings are set and Plaintiffs  
5 forthcoming consolidated amended complaint has not been tested by and survived preliminary  
6 motion practice.

7 **X. CLASS ACTION**

8 This is a proposed class action. All attorneys of record have reviewed the Northern  
9 District's procedural guidelines for class action settlements.

10 **A. Plaintiffs' Statement**

11 The proposed class is ideally suited for certification under Rules 23(b)(2) and (b)(3).  
12 Members of the proposed class were forced to pay higher prices for bail bonds because of the  
13 same conspiracy. Plaintiffs will provide a common method for proving impact and estimating  
14 damages across the proposed class. There are common issues of law and fact that will  
15 predominate at trial, and a class action is superior to individual actions.

16 **B. Defendants' Statement**

17 This action is not appropriate for class certification. Because of significant variations  
18 among putative class members who purchased bail bonds, including the circumstances under  
19 which they purchased the bonds and the prices they negotiated, Plaintiffs will be unable to  
20 provide a common method to prove impact and damages, and common issues of law and fact will  
21 not predominate. To the extent there are certain common issues of law applicable to all members  
22 of the purported class, those common issues will result in dismissal of the action.

23 **XI. RELIEF**

24 Plaintiffs seek judgment against the Defendants and in favor of the proposed class for  
25 damages sustained by the class as a result of Defendants' conspiracy, with damages to be trebled  
26 pursuant to California Business & Professions Code § 16750(a) and adjusted to include pre- and  
27 post-judgment interest. Damages will be the difference between the amount class members  
28 actually paid for bail bond premiums, and the amount they would have paid but for Defendants'

1 conspiracy. Plaintiffs also seek injunctive relief to stop the conspiracy and prevent it from  
2 recurring, including to correct Defendants' false and misleading statements relating to their ability  
3 to discount bail premiums. Plaintiffs also request disgorgement and/or a constructive trust upon  
4 Defendants' ill-gotten gains, freezing of Defendants' assets, and/or payment of restitution to  
5 Plaintiffs and all Class members of all funds acquired by any unlawful act alleged in this case.  
6 Plaintiffs also seek their costs of suit, including reasonable attorney's fees and expenses, and any  
7 other relief the Court may deem just and proper.

8 Defendants deny that Plaintiffs are entitled to any relief.

9 **XII. SETTLEMENT AND ADR**

10 The parties have each filed, or will file, their respective ADR Certifications pursuant to  
11 ADR L. R. 3-5(b). The parties are meeting-and-conferring regarding an ADR process pursuant to  
12 ADR L.R. 3-5(a).

13 **XIII. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES**

14 The parties do not consent to a Magistrate Judge for all purposes.

15 **XIV. OTHER REFERENCES**

16 The parties do not believe that this case is suitable for reference to binding arbitration, a  
17 special master, or the Judicial Panel on Multidistrict Litigation.

18 **XV. NARROWING OF ISSUES**

19 The parties have no proposals for narrowing the issues at this time, but will continue to  
20 consider the issue.

21 **XVI. EXPEDITED TRIAL PROCEDURE**

22 The parties do not believe that this case is appropriate for an expedited schedule.

23 **XVII. PROPOSED SCHEDULE**

24 **A. Plaintiffs' Proposed Schedule**

Deadline	Date
Consolidated Amended Complaint	14 days after an order appointing interim class counsel

<b>Deadline</b>	<b>Date</b>
Answers or Response to Consolidated Amended Complaint	30 days after the filing of a Consolidated Amended Complaint
Plaintiffs' Opposition to Defendants' Responses to Consolidated Amended Complaint	30 days after motions filed
Defendants' Reply to Plaintiffs' Opposition	21 days after opposition filed
Hearing on Defendants' Responsive Motions	At the Court's convenience
Substantial Completion of Data Production	July 1, 2019
Substantial Completion of Document Production	September 2, 2019
Deadline to Amend Pleadings	February 24, 2020
Last Day of Fact Discovery	April 6, 2020
Designation of Experts and Disclosure of Opening Expert Reports	May 25, 2020
Designation of Rebuttal Experts and Disclosure of Rebuttal Expert Reports	June 29, 2020
Disclosure of Reply Expert Reports	July 27, 2020
Plaintiffs' Motion for Class Certification	August 24, 2020
Defendants' Opposition to Motion for Class Certification	September 28, 2020
Plaintiffs' Reply Brief ISO Class Certification	October 19, 2020
Hearing on Class Certification	At the Court's convenience
Notice to Class	14 days after decision on class certification, if certified
Last Day to File Dispositive Motions	30 days after decision on class certification
Last Day for Class Members to Opt Out	60 days after Notice to Class
Last Day to File Oppositions to Dispositive Motions	30 days after opening briefs

Deadline	Date
Last Day to File Replies on Dispositive Motions	21 days after opposition briefs
Hearing on Dispositive Motions	At the Court's convenience
Pre-Trial Conference	At the Court's convenience
Trial	At the Court's convenience

**B. Defendants' Proposed Schedule**

Deadline	Date
Consolidated Amended Complaint	7 days after an order appointing interim class counsel (as the parties stipulated and proposed to the Court in April 4, 2019 (ECF 86))
Answers or Response(s) to Consolidated Amended Complaint	30 days after the filing of a Consolidated Amended Complaint
Plaintiffs' Opposition to Defendants' Responses to Consolidated Amended Complaint	30 days after motions filed
Defendants' Reply to Plaintiffs' Opposition	21 days after opposition filed
Hearing on Defendants' Responsive Motions	At the Court's convenience

Defendants suggest that the Court schedule another Case Management Conference after the ruling on Defendants' motion(s) to dismiss and to strike.

**XVIII. TRIAL**

The *Crain* and *Breaux* complaints both demand a jury trial.

**XIX. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS**

Defendants have filed the "Certification of Interested Entities or Persons" required by Civil Local Rule 3-15. Plaintiffs have no such interests to report.

**XX. PROFESSIONAL CONDUCT**

All Parties of record have reviewed the Guidelines for Professional Conduct for the Northern District of California.

1 Dated: April 17, 2019

Respectfully submitted,

2 By: /s/ Dean M. Harvey

3 Dean M. Harvey (SBN 250298)  
4 Katherine C. Lubin (SBN 259826)  
5 Adam Gitlin (SBN 317047)  
6 Yaman Salahi (SBN 288752)  
7 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
8 275 Battery Street, 29th Floor  
9 San Francisco, CA 94111  
10 Telephone: (415) 956-1000  
11 dharvey@lchb.com  
12 kbenson@lchb.com  
13 agitlin@lchb.com  
14 ysalahi@lchb.com

15 Benjamin David Elga (*pro hac vice*)  
16 Brian James Shearer (*pro hac vice*)  
17 JUSTICE CATALYST LAW  
18 25 Broadway, 9th Floor  
19 New York, NY 10004  
20 Telephone: (518) 732-6703  
21 belga@justicecatalyst.org  
22 brianshearer@justicecatalyst.org

23 Cindy Pánuco (SBN 266921)  
24 Stephanie Carroll (SBN 263698)  
25 Nisha Kashyap (SBN 301934)  
26 PUBLIC COUNSEL  
27 610 South Ardmere Avenue  
28 Los Angeles, California, 90005  
Telephone: (213) 385-2977  
Facsimile: (213) 201-4722  
cpanuco@publiccounsel.org  
scarroll@publiccounsel.org  
nkashyap@publiccounsel.org

Stuart T. Rossman (*pro hac vice*) (B.B.O.  
No. 430640)  
Brian Highsmith (*pro hac vice* motion  
forthcoming)  
NATIONAL CONSUMER LAW CENTER  
7 Winthrop Square, Fourth Floor  
Boston, MA 02110-1245  
Telephone: (617) 542-8010  
Facsimile: (617) 542-8028  
srossman@nclc.org  
bhighsmith@nclc.org



1  
2  
3  
4  
5  
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14  
15  
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21  
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23  
24  
25  
26  
27  
28

David Seligman (*pro hac vice* motion  
forthcoming)  
TOWARDS JUSTICE  
1410 High Street, Suite 300  
Denver, CO 80218  
Telephone: (720) 441-2236  
Facsimile: (303) 957-2289  
david@towardsjustice.org

*Counsel for Plaintiffs Shonetta Crain and Kira  
Serna*

Dated: April 17, 2019

By: /s/ Julian Hammond

Julian Hammond  
Polina Brandler  
Ari Cherniak  
HAMMONDLAW, P.C.  
1829 Reisterstown Road, Suite 410  
Baltimore, MD 21208  
Telephone: (310) 601-6766  
Facsimile: (310) 295-2385  
jhammond@hammondlawpc.com  
pbrandler@hammondlawpc.com  
acherniak@hammondlawpc.com

Laura L. Ho  
Goldstein Borgen Dardarian & Ho  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Telephone: (510) 763-9800  
Facsimile: (510) 835-1417  
lho@gbdhlegal.com

*Counsel for Plaintiff Steven Breaux*

Dated: April 17, 2019

By: /s/ Beatriz Mejia

Michael A. Attanasio (151529)  
Beatriz Mejia (190948)  
Jon F. Cieslak (268951)  
Max Sladek de la Cal (324961)  
COOLEY LLP

*Attorneys for Defendants Seaview Insurance  
Company and Two Jinn, Inc.*

1 Dated: April 17, 2019

By: /s/ Julie A. Gryce

2 Julie A. Gryce (319530)  
3 DLA PIPER LLP (US)  
4 401 B Street, Suite 1700  
5 San Diego, CA 92101-4297  
6 Telephone: (619) 699-2700  
7 Facsimile: (619) 699-2701  
8 julie.gryce@dlapiper.com

9 Michael P. Murphy (*pro hac vice*)  
10 John Hamill (*pro hac vice*)  
11 DLA PIPER LLP (US)  
12 Telephone: (212) 335-4500  
13 Facsimile: (212) 335-4501  
14 michael.murphy@dlapiper.com  
15 john.hamill@dlapiper.com  
16 jonathan.kinney@dlapiper.com

17 *Attorneys for Defendants Danielson National*  
18 *Insurance Company and National American*  
19 *Insurance Company of California*

20 Dated: April 17, 2019

By: /s/ Blake Zollar

21 Drew Koning (263082)  
22 Blake Zollar (268913)  
23 Shaun Paisley (244377)  
24 KONING ZOLLAR LLP  
25 2210 Encinitas Blvd., Suite S  
26 Encinitas, CA 92024  
27 Telephone: (858) 252-3234  
28 Facsimile: (858) 252-3238  
drew@kzllp.com  
blake@kzllp.com  
shaun@kzllp.com

*Attorneys for Defendant All-Pro Bail Bonds,*  
*Inc.*

1 Dated: April 17, 2019

By: /s/ Joshua D. Lichtman

Gerard G. Pecht (*pro hac vice* to be filed)  
NORTON ROSE FULBRIGHT US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010  
Telephone: (713) 651-5151  
Facsimile: (713) 651-5246  
gerard.pecht@nortonrosefulbright.com

Joshua D. Lichtman (SBN 176143)  
NORTON ROSE FULBRIGHT US LLP  
555 South Flower Street, Forty-First Floor  
Los Angeles, California 90071  
Telephone: (213) 892-9200  
Facsimile: (213) 892-9494  
joshua.lichtman@nortonrosefulbright.com

*Attorneys for Defendant American  
Contractors Indemnity Company*

13 Dated: April 17, 2019

By: /s/ Anne K. Edwards

Anne K. Edwards (110424)  
SMITH, GAMBRELL & RUSSELL, LLP  
444 South Flower Street, Suite 1700  
Los Angeles, CA 90071  
Telephone: (213) 358-7210  
Facsimile: (213) 358-7310  
aedwards@sgrlaw.com

*Attorneys for Defendant Williamsburg  
National Insurance Company*

21 Dated: April 17, 2019

By: /s/ Nicole S. Healy

Todd A. Roberts  
Nicole S. Healy  
Edwin B. Barnes  
ROPERS, MAJESKI, KOHN & BENTLEY

*Attorneys for Defendants American Bail  
Coalition, Inc. and William B. Carmichael*

1 Dated: April 17, 2019

By: /s/ David F. Hauge

2 David F. Hauge (128294)  
3 Todd H. Stitt (179694)  
4 Vincent S. Loh (238410)  
MICHELMAN & ROBINSON, LLP

5 *Attorneys for Defendants United States Fire*  
6 *Insurance Company, North River Insurance*  
7 *Company, Crum & Forster Indemnity*  
*Company, and Seneca Insurance Company*

8 Dated: April 17, 2019

By: /s/ Casey A. Hatton

9 Casey A. Hatton (SBN 246081)  
10 HINSHAW & CULBERTSON LLP  
11 One California Street, 18th Floor  
12 San Francisco, CA 94111  
13 Telephone: 415.362.6000  
Facsimile: 451.834.9070  
chatton@hinshawlaw.com

14 Christie A. Moore (*pro hac* pending)  
15 W. Scott Croft (*pro hac* pending)  
16 BINGHAM GREENEBAUM DOLL LLP  
17 101 S. Fifth Street  
3500 PNC Tower  
Louisville, KY 40202  
Telephone: 502.587.3758  
Facsimile: 502.540.2276  
cmoore@bgdlegal.com  
wcroft@bgdlegal.com

20 *Attorneys for Bond Safeguard Insurance*  
21 *Company and Lexon Insurance Company*

22 Dated: April 17, 2019

By: /s/ Travis Wall

23 Travis Wall (191662)  
24 Spencer Kook (205304)  
HINSHAW & CULBERTSON LLP

25 *Attorneys for Defendant Philadelphia*  
26 *Reinsurance Corporation*

1 Dated: April 17, 2019

By: /s/ Gregory S. Day

2 Gregory S. Day  
3 LAW OFFICES OF GREGORY S. DAY  
4 120 Birmingham Drive, Suite 200  
5 Cardiff, CA 92007  
6 Telephone: (760) 436-2827  
7 attygsd@gmail.com

8 *Attorneys for Defendants California Bail  
9 Agents Association, Universal Fire &  
10 Insurance Company, Sun Surety Insurance  
11 Company*

9 Dated: April 17, 2019

By: /s/ Timothy P. Irving

10 Timothy P. Irving (108413)  
11 TYSON & MENDES LLP  
12 5661 La Jolla Boulevard  
13 San Diego, CA 92037  
14 Telephone: (858) 459-4400  
15 Facsimile: (858) 459-3864  
16 tirving@tysonmendes.com

17 *Attorneys for Defendant Aegis Security  
18 Insurance Company*

16 Dated: April 17, 2019

By: /s/ Regina J. McClendon

17 Regina J. McClendon  
18 LOCKE LORD LLP

19 *Attorneys for Defendant Safety First Insurance  
20 Company*

21 Dated: April 17, 2019

By: /s/ Howard Holderness

22 John A. Sebastinelli (127859)  
23 Howard Holderness (169814)  
24 GREENBERG TRAUIG, LLP

25 *Attorneys for Defendants American Surety  
26 Company and Indiana Lumbermens Mutual  
27 Insurance Company*  
28

1 Dated: April 17, 2019

By: /s/ Gary A. Nye

2 Gary A. Nye (126104)  
3 ROXBOROUGH, POMERANCE, NYE & ADREANI,  
4 LLP

5 *Attorneys for Defendants Allegheny Casualty*  
6 *Company, Associated Bond and Insurance*  
7 *Agency, Inc., Bankers Insurance Company,*  
8 *Harco National Insurance Company,*  
9 *International Fidelity Insurance Company,*  
10 *Lexington National Insurance Corporation,*  
11 *and Jerry Watson*

9 Dated: April 17, 2019

By: /s/ Shannon W. Bangle

10 James Mills (203783)  
11 LAW OFFICE OF JAMES MILLS  
12 1300 Clay Street, Suite 600  
13 Oakland, CA 94612-1427  
14 Telephone: (510) 521-8748  
15 Facsimile: (510) 277-1413  
16 james@jamesmillslaw.com

15 Michael D. Singletary (*pro hac vice*)  
16 Shannon W. Bangle (*pro hac vice*)  
17 Brian C. Potter (*pro hac vice*)  
18 BANGLE & POTTER, PLLC  
19 604 W. 13th Street  
20 Austin, TX 78701  
21 Telephone: (512) 270-4844  
22 Facsimile: (512) 270-4845  
23 Michael@banglepotter.com  
24 Shannon@banglepotter.com  
25 Brian@banglepotter.com

26 *Attorneys for Defendant Financial Casualty &*  
27 *Surety, Inc.*

1 Dated: April 17, 2019

By: /s/ Erik K. Swanholt

2 Erik K. Swanholt  
3 FOLEY & LARDNER  
4 555 South Flower St., 33rd Floor  
5 Los Angeles, CA 90071  
6 Telephone: (213) 972-4500  
7 Facsimile: (213) 486-0065

8 *Attorneys for Defendants Continental*  
9 *Heritage Insurance Company*

10 Dated: April 17, 2019

By: /s/ John M. Rorabaugh

11 John M. Rorabaugh (178366)

12 *Attorney for Defendant Golden State Bail*  
13 *Association*

14 Dated: April 17, 2019

By: /s/ Paul J. Riehle

15 Paul J. Riehle (115199)  
16 DRINKER BIDDLE & REATH LLP  
17 4 Embarcadero Center, 27th Floor  
18 San Francisco, California 94111  
19 Telephone: (415) 551-7521  
20 Facsimile: (415) 551- 7510  
21 paul.riehle@dbr.com

22 *Attorneys for Defendant Accredited Surety and*  
23 *Casualty Company, Inc.*

- 1
- 2
- 3
- 4
- 5
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- 10
- 11
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DATED: April 17, 2019

DEAN M. HARVEY  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP